

TIME BROKERAGE AGREEMENT

THIS TIME BROKERAGE AGREEMENT (this "Agreement") is made as of December 16, 2020 by and between iHeartMedia + Entertainment, Inc., a Nevada corporation ("Licensee"), and Secured Retirement Radio, ("Programmer").

WHEREAS, Licensee owns and is authorized to operate radio station KTLK-AM (the "Station") pursuant to licenses issued by the Federal Communications Commission (FCC);

WHEREAS, Licensee desires to enter into this Agreement to provide a regular source of diverse programming and income to sustain the operations of the Station on terms and conditions that conform to policies of the Station and the FCC for time brokerage arrangements and that are as set forth herein; and

WHEREAS, Programmer desires to utilize the facilities of the Station to broadcast such programming of its selection that conforms with the policies of Licensee, with all rules, regulations, and policies of the FCC, and as set forth herein using the facilities of the Station.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises set forth herein, Licensee and Programmer, intending to be bound legally, hereby agree as follows:

1. Programming Time. Licensee agrees to make available to Programmer broadcast time on the Station as set forth in this Agreement. Programmer shall provide retirement planning programming of its selection complete with commercial matter, public service announcements, and other suitable programming. Subject to the terms and conditions of this Agreement, Licensee shall broadcast on the Station the programming delivered by Programmer during the broadcast times specified in Section 2 of this Agreement. All time on the Station not reserved to Programmer pursuant to Section 2 hereof shall be available for use by Licensee.

2. Use of Time.

(a) During the Term, Licensee shall each week make available to Programmer broadcast time over the Station. The hours of Programmer broadcasts shall be from 9:00 a.m. to 10:00 a.m. on the day of Saturday and no longer. Any broadcast by Programmer exceeding the time frame set forth herein will be considered a material breach of this Agreement. Programmer agrees to include an announcement in form satisfactory to Licensee at the beginning, middle and the conclusion of the programming to clearly indicate that Programmer has purchased the airtime. Programmer shall, at its expense, provide programming and commercial, noncommercial and promotional announcements of its selection to Licensee during that time. Licensee reserves the right to sell 6 minutes of commercial inventory per hour as advertising time on and for its own account to be broadcast during the hours Programmer is programming the Station.

(b) Programmer has exclusive rights to all of its programming. Licensee may not rebroadcast, simulcast or make available any program in whole or in part of Programmer's broadcast without express written consent of Programmer.

3. Program Origination. Programmer will transmit its programs to the Station's transmitting facilities. Programmer will provide its own phone lines or other mode for such transmission and/or equipment.

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4. Term. This Agreement shall begin on January 1, 2021 and shall continue through December 31, 2021 (the "Term"). Licensee may terminate this Agreement at any time upon ten (10) days notice to Programmer with respect to any or all of the Station.

6. Licensee Operation of the Station. Licensee shall be responsible for paying all direct and indirect operating costs of the Station. The Station agree to maintain the broadcast facility to a high professional and technical standard. To the extent that Programmer's broadcasts are interrupted or degraded due to technical problems that are the direct fault of Licensee, then, as Programmer's sole remedy, Licensee shall rebate pre-paid consideration to Programmer on a prorated basis. Exempt from this shall be matters subject to Section 26 of this agreement.

7. Programmer Responsibility. Programmer shall be solely responsible for all publicity or promotional expenses incurred by Programmer and all expenses incurred by Programmer in the origination and/or delivery of its programming including, without limitation:

- (a) Maintaining and employing all personnel used in the production of programming delivered by Programmer;
- (b) Employing its own sales, administrative, management and programming staff;
- (c) Insurance costs;
- (d) Programmer's own telephone and postal service;
- (e) Care of Licensee's equipment supplied to Programmer (if any), other than normal wear and tear.
- (f) (i.) Payments in advance for use of Licensee's toll-free telephone numbers and
(ii.) Payments immediately upon presentation of appropriate invoices for collect calls to Programmer.
- (g) Request and Pay in advance, the additional costs for any broadcasts from a remote location, but Programmer must request, at least one month in advance, permission from Licensee for such broadcasts, and Licensee has the option to agree to or reject Programmer's request for remote broadcasts in its sole discretion.
- (h) Programmer will ensure that no food or drink will be allowed in the Station's studio.
- (i) Programmer will provide for attachment to Licensee's station logs a list of all commercial announcements for its programming.
- (j) In producing the Programs to be broadcast on the Station, Programmer will abide by the regulations and restrictions set forth in Schedule A to this Agreement and shall conform to all FCC rules, regulations and policies.

8. Overriding responsibility. Programmer recognizes that all obligations of Licensee hereunder are subject to its overriding obligation as a public trustee to serve the needs and interests of the Station's licensed community and to broadcast programming that Licensee views as consistent with those needs and interests and the rules and regulations of the FCC. Licensee, as the Station's licensee, has the (a) authority and obligation to remain in complete control of the operation of the Station, (b) right and obligation to make the ultimate decisions concerning the programming to be broadcast on the Station and (c) unrestricted authority to discharge its

obligations to the public and to comply with the rules, regulations, and policies of the FCC. Licensee may terminate the Agreement immediately upon failure of Programmer to abide by FCC rules and regulations and the Station's policies and procedures or due to any breach by Programmer of the material terms of this Agreement. In the event of such termination by Licensee, Licensee shall be entitled to retain as partial damages all monies theretofore paid to Licensee by Programmer. Licensee's retention of monies as partial damages will not be, or be construed to be, a limitation on any other legal or equitable remedies it may have.

9. Licensee Authority. Licensee shall retain the ultimate discretion to (a) reject or refuse to air such portions of Programmer's programming as Licensee may, in its sole discretion, believe is unsatisfactory, unsuitable, or contrary to the public interest and (b) preempt Programmer's programming for the broadcast of programming that is responsive to the needs of the Station's community of license. Licensee also shall retain the right, within its sole discretion, to interrupt or preempt Programmer's programming in the event of an emergency to air programming or a news or sports announcement that, in the sole judgment of Licensee, is of overriding public importance; provided, however, that all revenues realized by Licensee as a result of any such an interruption or preemption shall promptly be remitted to Programmer. Licensee also shall retain the right, within its sole discretion, to reschedule Programmer's programming in the event that any local sports/athletics broadcasts conflict with the airing of Programmer's programming. Programmer's programming will move to another mutually agreed-upon time slot within forty-eight hours of the scheduled program. Licensee will notify Programmer in writing via email as soon reasonably practical once a conflict is determined with specific conflict date/time that the Programmer's programming will air.

10. Special Programming Issues. Programmer shall not allow political advertising or any political candidates to appear on its programs. To the extent that Licensee believes necessary, in its sole discretion, Programmer shall release advertising availabilities to Licensee to permit it to comply with the political broadcast rules of the FCC, including to provide equal opportunities or best unit rates; provided however, that revenues received by Licensee as a result of such release of advertising shall promptly be remitted to Programmer

11. Contests. Any game, contest or promotion to be presented on Programmer's programming will be fully stated and explained in advance to Licensee's management. Licensee reserves the right, in its sole discretion, to reject any game, contest or promotion that in its sole judgment it believes could be construed to be a lottery under applicable federal or state laws or does not in any way comply with the rules and policies of the FCC.

12. Programmer's Representations, Covenants, and Warranties. Programmer hereby represents, covenants, and warrants to Licensee that:

(a) Programmer has full power and authority to enter into and carry out this Agreement and is in good standing in the State of Minnesota. This Agreement has been approved by all necessary action of any governing body of Programmer, and constitutes the valid and binding obligation of Programmer, enforceable in accordance with the terms of this Agreement, subject to applicable bankruptcy, reorganization, insolvency, or similar laws affecting creditors' rights generally, and subject to the application of equitable principles in any proceeding involving the enforcement of any of the provisions of this Agreement and the discretion of the court before which any such proceedings may be brought.

(b) Programmer shall cooperate with Licensee to ensure that all required Station Identification Announcements are broadcast with respect to the Station as required by FCC rules and regulations.

(c) Programmer shall cooperate with Licensee to ensure that all required ESA announcements are broadcast with respect to the Station as required by FCC rules and regulations.

(d) As of the date hereof, and throughout the Term, Programmer will have full authority to broadcast its programming on the Station pursuant to the terms and conditions of this Agreement. Programmer shall not broadcast any material in violation of the Copyright Act, that is slanderous or libelous, that contains obscenities, or that is in violation of the rules, regulations, or policies of the FCC. All music supplied by Programmer shall be: (a) within the repertoire of ASCAP or SESAC or BMI during the Term, (b) in the public domain, or (c) cleared at the source by Programmer.

(e) In the event that any of Programmer's programming is to be broadcast in whole or in part in any language other than English, Licensee shall have the absolute and unrestricted right to hire, at a cost to be borne solely by Programmer, one or more interpreters fluent in English and the language of the programming to monitor the programming, commercial and/or related matters and, at the request of Licensee, to provide to Licensee or Licensee's General Manager, accurate English language digests or transcripts of such programming and/or programming matter.

(f) All of Programmer's programming shall comply in all respects with the Digital Millennium Copyright Act (the "DMCA"), including, without limitation, the DMCA's restrictions on the frequency that an artist and/or song can be streamed within a given time period.

13. Programmer's Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all claims, losses, costs, liabilities, damage, FCC forfeitures, and expenses (including reasonable legal fees and other expenses incidental thereto), arising from Programmer's programs and advertising broadcast under this Agreement, including, but not limited to, slander, defamation, libel, illegal competition or trade practice, infringement of trademarks or trade names, violation of rights of privacy, and infringement of copyrights and proprietary rights, and any other violation of third party rights, FCC rules, the DMCA or other applicable law. The obligations under this Section shall survive any termination of this Agreement.

14. Licensee's Indemnification. Licensee shall indemnify and hold harmless Programmer from and against any and all claims, losses, costs, liabilities, damage, FCC forfeitures and expenses (including reasonable legal fees and other expenses incidental thereto), arising from Licensee's broadcast of material not furnished by Programmer pursuant to this Agreement, including but not limited to, slander, defamation, libel, illegal competition or trade practice, infringement of trademarks or trade names, violation of rights of privacy, and infringement of copyrights and proprietary rights, any other violation of third party rights, FCC rules, the DMCA or other applicable law. The obligations under this Section shall survive any termination of this Agreement.

15. Payola. Programmer agrees that it will not accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or from including, without limitation, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively "Consideration"), whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, unless the payer is identified in the program for which Consideration was provided as having paid for or furnished such requirements. Programmer agrees to annually, or more frequently at the request of Licensee, execute and provide Licensee with a Payola Affidavit.

16. Non-Discrimination. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, neither party hereto will discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity.

17. Insurance. Each party shall maintain during the term of this Agreement, and for a period of at least two years thereafter (for claims made policies), a media liability/errors and omissions policy in the amount of \$5,000,000 each wrongful act/Aggregate covering the wrongful acts of the insuring party to include the indemnification obligations and matters to be indemnified by the insuring party under this Agreement. Each party

shall endorse its policy to include the other party, and its parents, subsidiaries, employees and agents as additional insureds with respect to liabilities assumed by insuring party under this Agreement. Each party shall deliver, upon request, a certificate of insurance to the other party evidencing compliance with the foregoing and upon renewal of the policy thereafter; however, failure by either party to request this certificate shall in no way be deemed as a waiver of the obligation of the parties to maintain the coverages outlined herein.

18. **Assignment.** Programmer may not assign its rights or obligations under this Agreement to a third party without the express written consent of Licensee. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the parties hereto and their permitted assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement. Programmer shall not enter into a local programming and marketing agreement with respect to the Station with any third party without the advance written consent of Licensee.

19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements, arrangements, and understandings relating to such subject matter. No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the parties.

21. **Headings.** The headings used herein are for convenience only and shall not control or affect the meaning or construction of the provisions of this Agreement.

22. **Governing Law.** The internal laws of the State of Texas and the rules and regulations of the FCC shall govern the construction and performance of this Agreement. Exclusive venue and jurisdiction with respect to any lawsuit or court action under this Agreement shall be in the state or federal courts of the State of Texas.

23. **Authority of Signatory.** Each individual signing this Agreement below personally represents and warrants that such individual has full power and authority to execute and to deliver this Agreement on behalf of the party whose name appears directly below the signature of the individual.

24. **Notice.** All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing (which shall include notice by facsimile transmission) and shall be deemed to have been duly made and received when personally served, or when delivered by Federal Express or a similar overnight courier service, expenses prepaid, or, if sent by facsimile communications equipment, delivered by such equipment, addressed as set forth below:

To Programmer:

Online Trading Academy
7900 International Drive, Suite 170
Bloomington, MN 55425
Attn: Kevin Young, President

To Licensee:

iHeartMedia, Inc.
1600 Utica Avenue South, Suite 500
Minneapolis, MN 55416
Attn: Jeff Tyler, Region President

iHeartMedia, Inc.
200 East Basse Road
San Antonio, Texas 78209
Attn: Chief Legal Officer

Any party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice. Any such notice or communication shall be deemed to have been received (i) when delivered, if personally delivered, (ii) when sent, if sent by telecopy on any day that is not a Saturday, Sunday, legal holiday or other day on which banks in San Antonio, Texas, are required to be closed (each a "*Business Day*") (or, if not sent on a Business Day, on the next Business Day after the date sent by telecopy), (iii) on the next Business Day after dispatch, if sent by nationally recognized, overnight courier guaranteeing next Business Day delivery, and (iv) on the fifth Business Day following the date on which the piece of mail containing such communication is posted, if sent by mail. If either party hereto receives mail or other documents or information intended for the other party, the receiving party shall promptly forward such document or information to the intended recipient.

25. Relationship of Parties. Neither Programmer nor Licensee will be deemed to be the agent, partner, or representative of the other party to this Agreement, and neither party is authorized to bind the other to any contract, agreement, or understanding.

26. Force Majeure and Facilities Upgrades.

(a) The failure of either party hereto to comply with its obligations under this Agreement due to (i) the need to perform construction at the transmitter site or to move the transmitter site in response to FCC authorization of an improvement to or modification of the Station's operating parameters, or (ii) acts of God, strikes or threats thereof or a force majeure or due to causes beyond such party's control, will not constitute an event of default and neither party will be liable to the other party therefor.

(b) Notwithstanding the provisions of Section 26(a), any failure of Licensee to broadcast the Programs for the reasons described in Section 26(a)(i) and (ii) above beyond a brief interruption in service, due to causes beyond Licensee's control shall entitle Programmer to a pro rata reduction in the payment required under Section 5 with respect to periods during which Licensee facilities failed or were impaired or were not furnished; and

(c) Programmer and Licensee each agrees to exercise its best efforts to remedy the conditions in Section 26(a)(i) and (ii) as soon as practicable.

27. Subject to Laws; Partial Invalidity. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The parties agree that Licensee may file a copy of this Agreement with the FCC. If any provision in this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if it did not contain such invalid, illegal, or unenforceable provision.

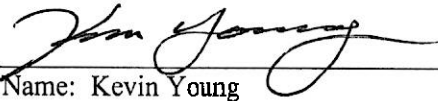
28. Successors and Assigns. This Agreement shall be binding and inure to the benefit of parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LICENSEE:

IHEARTMEDIA + ENTERTAINMENT, INC. ONLINE TRADING ACADEMY

By: _____
Name: Jeff Tyler
Title: Division President

By: 
Name: Kevin Young
Title: President

SCHEDULE A

REGULATIONS AND RESTRICTIONS

Programmer will take care to observe and exercise reasonable diligence to comply with the following regulations and restrictions in the preparation, writing and broadcasting of the Programs:

- I. Respectful of Faiths. The subject of religion and references to particular faiths, tenets and customs will be treated with respect at all times.
- II. No Attacks. The Programs will not be used as a medium for attack on any race, ethnic group, gender, nationality, disability, faith, denomination or sect or upon any individual or organization.
- III. Controversial Issues. Any discussion of controversial issues of public importance will be reasonably balanced with the presentation of contrasting viewpoints in the course of overall programming; no attacks on the honesty, integrity or like personal qualities of any person or group of persons will be made during the discussion of controversial issues of public importance; and, during the course of political campaigns, the Programs are not to be used as a forum for editorializing about individual candidates.
- IV. No Plugola or Payola. The mention of any business activity or "plug" for any commercial, professional or other related endeavor, except where contained in an actual commercial message of a sponsor, is prohibited. No commercial messages ("plugs") or undue references shall be made in programming presented over the Station to any business venture, profit making activity or other interest (other than noncommercial announcements for bona fide charities, church activities or other public service activities) in which Programmer is directly or indirectly interested without the same having been approved in advance by the Station's General Manager and such broadcast being announced, logged and sponsored.
- V. No Gambling. Any form of gambling or promotion of gambling on the Programs is prohibited. Further, no advertisements for gambling of any sort, or any other promotion of gambling of any sort, shall be permitted.
- VI. Election Procedures. At least 90 days before the start of any election campaign, Programmer will clear with the Station's General Manager the rate that Programmer will charge for the time to be sold to candidates for public office or their supporters to make certain that such rate conforms with applicable law and Station policy.
- VII. Required Announcements. Programmer will broadcast any announcements required by applicable law or station policy.
- VIII. Credit Terms Advertising. Pursuant to rules of the Federal Trade Commission, no advertising of credit terms will be made over the Station beyond mention of the fact that, if desired, credit terms are available.
- IX. No Illegal Announcements. No announcements or promotions prohibited by law of any lottery or game will be made over the Station. Any game, contest or promotion relating to, or to be presented over, the Station must be fully stated and explained in advance to Licensee, which reserves the right, in its discretion to reject any game, contest or promotion.

- X. Licensee Discretion Paramount. In accordance with the Licensee's responsibility under the Communications Act of 1934, as amended, and the rules and regulations of the FCC, Licensee reserves the right to reject or terminate any advertising proposed to be presented or being presented over the Station which is in conflict with Station policy or which, in Licensee's judgment, would not serve the public interest.
- XI. Programming Prohibitions. Programmer will not knowingly broadcast any of the following programs or announcements:
- A. False Claims. False, deceptive or unwarranted claims for any product or service.
 - B. Unfair Imitation. Infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy or any other unfair competition.
 - C. Profanity and Foul Language. Any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, either in theme or in treatment.

Licensee may waive any of the foregoing regulations and restrictions in specific instances if, in its opinion, good broadcasting in the public interest is served thereby.